

The complaint

Mr T is unhappy with how HSBC UK Bank Plc dealt with his chargeback and for how long it took to update his change of address.

What happened

Whilst a significant amount of information has been provided, I've briefly summarised the background details of this complaint, which reflects my role in resolving disputes with minimal formality.

Mr T purchased an item from a retailer for £74.94 in March 2024 using his HSBC debit card.

Mr T said the item didn't work so returned it. After returning the item, Mr T encountered difficulty receiving a refund. Although the retailer advised that a refund had been processed, the money did not appear in his account. Unable to resolve the issue directly with the retailer, Mr T contacted HSBC to raise a chargeback.

Mr T says that around mid-April 2024, while the chargeback was ongoing, he notified HSBC of a change of address.

On 7 May 2024, HSBC confirmed that the chargeback had been resolved, and that the merchant had refunded £5. Mr T said he continued to contact HSBC on multiple occasions between May and July 2024 - sending several emails and letters - to follow up on both the chargeback and his change of address. He says that despite his efforts, HSBC continued sending correspondence to his old address and did not respond to, or act on, his communications.

Mr T contacted our service at the end of May 2024. In June 2024, HSBC began considering Mr T's complaints, which included concerns about the handling of the chargeback and the failure to act on his repeated written requests to update his address.

Mr T's address was updated at a HSBC branch on 10 July 2024.

On 16 July 2024 HSBC issued two final response letters. Regarding the change of address, HSBC said it had reviewed its records but found no evidence of a request submitted via its recognised channels (i.e. online banking, phone, post with signed letter, or in branch) prior to the address being updated in one of its branches in July 2024. It also confirmed that while Mr T had previously updated his contact number through online banking, his address was successfully updated on 10 July 2024 in branch, and found no errors were made on its part.

In relation to the chargeback, HSBC said it was unclear why only £5 had been refunded by the retailer, but it had agreed to refund the remaining amount. It also acknowledged that its communications could have been better and paid Mr T £50 in recognition of the inconvenience.

As Mr T remained dissatisfied, the case was passed to one of our investigators. The investigator agreed that the chargeback process could have been handled better, but felt the full refund plus £50 compensation was fair and reasonable.

With regard to the change of address, the investigator found no evidence that HSBC received an address change request before July 2024. She also considered Mr T's concern that HSBC had discriminated against him but found no evidence to support the claim.

Mr T disagreed with the investigator's findings. He maintains that he sent several emails and letters to HSBC regarding the change of address from as early as April 2024 and believes he should receive further compensation for the time, stress, and inconvenience caused by HSBC's failure to act on those communications.

As Mr T remains dissatisfied, the case has now been passed to me to make 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.

I've also looked over the extensive amount of information Mr T sent in, and I acknowledge his strength of feeling regarding his complaint. Whilst I've read and considered everything, if I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. This is not meant as a discourtesy but rather reflects my role of resolving disputes with minimum formality.

The crux of this complaint is regarding two aspects, how the chargeback was handled, and how long it took HSBC to update Mr T's address. I will deal with each in turn below:

How the chargeback was handled

A chargeback can be raised in certain circumstances as long as there is an applicable chargeback rule, and the requirements of that rule are met. However, the chargeback scheme is not guaranteed to retrieve money, and it is governed by the limitations of the card scheme rules and is not set down in law.

I note that the most relevant chargeback rule for Mr T's dispute would relate to a '*credit not processed*' as he is claiming a credit from the merchant for returning goods. It's unclear from the evidence whether HSBC raised a chargeback or why the merchant only refunded £5. However, based on the available evidence, it is clear Mr T had valid grounds to have a chargeback raised. I agree that HSBC could have handled the chargeback request more effectively and kept Mr T better informed throughout the process. That said, Mr T has since received the full refund, and HSBC has also provided £50 in recognition of the poor service which I consider fair and reasonable.

Change of address

I recognise how strongly Mr T feels that HSBC deliberately ignored all his emails and letters requesting an address update, which he says began in April 2024. He believes HSBC intentionally disregarded these requests and that the resulting delay caused him distress and inconvenience. However, the evidence presented isn't sufficient to uphold this claim.

I fully acknowledge how stressful this situation must have been for Mr T, particularly as correspondence continued to be sent to his old address. I also do not dispute that he

believes he took all reasonable steps to update his address and feels let down by HSBC's handling of the situation. However, I must base my decision on the evidence available to me - and that evidence does not demonstrate that HSBC received these requests, or indeed a valid request that met its criteria for being able to update Mr T's address before 10 July 2024.

Mr T has submitted several pages of documentation in what he regards as evidential proof of him requesting a change of address which HSBC ignored. However, much of this material comprises of copied and pasted content from letters and emails he says he sent. Most of it appears to have been typed into a Word document, rather than presented in its original format. For example, for the emails there are no screenshots from a sent email folder showing timestamps or headers, and no delivery or read receipts. And of the few emails that appear to have been sent, it appears to have been addressed to email addresses that HSBC confirms are not recognised or monitored.

In addition, there's no evidence of any letters asking for a change of address being sent via tracked or signed-for post. And none of the letters Mr T said he submitted, appeared to contain a signature, which HSBC states is required for processing address changes by post.

HSBC has also provided screenshots of its internal records, showing no incoming correspondence was received regarding the change of address, before 5 June 2024, when the complaint was registered. On that basis, I cannot reasonably conclude that these letters or emails were sent or received by HSBC and therefore cannot hold HSBC responsible for not acting on them.

However, even if I were to accept that all the communications were sent, HSBC has explained (and I've confirmed from its website) that address changes must be made through one of the following methods: online banking, phone, in branch, or by post with a signed letter. None of the communications submitted by Mr T met these criteria.

Ultimately, the first valid and verifiable request to change the address was made in branch on 10 July 2024. HSBC updated the address immediately after that and I don't consider that HSBC failed to act appropriately before then.

I also note that Mr T had previously used online banking to update his contact number. If he believed his earlier attempts to change his address were unsuccessful, I think it would have been reasonable for him to use the same method, or one of the other available methods to update his address.

Discrimination concerns

Mr T has also alleged that HSBC's actions were discriminatory. However, he hasn't explained specifically on what grounds or how this occurred. I want to stress that I do not question the sincerity of Mr T's belief, and I do not doubt how genuinely Mr T feels about this matter. But based on the information provided, I've not seen anything to support that HSBC's actions were discriminatory or that it treated Mr T inappropriately.

I appreciate Mr T is likely to be disappointed with the outcome of this decision, but Mr T is of course, under no obligation to accept this decision. If he remains dissatisfied, he may wish to seek independent legal advice and pursue the matter through a formal channel such as the courts.

My final decision

I don't uphold Mr T's complaint against HSBC UK Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 18 July 2025.

Farhana Akhtar
Ombudsman